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GOVERNOR

STATE OF MICHIGAN  
**PUBLIC SERVICE COMMISSION**  
DEPARTMENT OF LABOR & ECONOMIC GROWTH  
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COMMISSIONER

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January 31, 2006

**Low-Income Energy Assistance Grant(s)**

The Michigan Public Service Commission (Commission) invites proposals to provide energy assistance to low-income households in the state of Michigan. Only public and non-profit organizations are eligible to submit proposals. One or more grants may be awarded. Grants will be funded by the Low-Income and Energy Efficiency Fund; up to \$25 million is currently available. Proposals may be for a portion of the available funds or for the entire amount. It is anticipated that the grant(s) will be awarded by the Commission in February and will run through July 2006. **The distribution of monies from this fund is contingent on the passage of, and will be consistent with, the 2006 supplemental bill.**

Attached you will find the Request for Proposal. It provides sufficient information to enable you to prepare and submit a proposal.

**INQUIRIES**

Inquiries must be received no later than 5:00 p.m., Monday, February 6, 2006. Inquiries may be faxed to Cheryl L. Rojas at (517) 373-3113 or may be made in writing to:

Cheryl L. Rojas, Grant Administrator  
Michigan Public Service Commission  
Motor Carrier, Energy Grants & Information Division  
6545 Mercantile Way  
Lansing, Michigan 48911

All inquiries should reference the Low-Income Energy Assistance Grant, Case No. U-13129. Inquiries will be answered on the Commission's website at <http://www.michigan.gov/mpsc>. The link can be found under "MPSC News" on the front page.

**PROPOSALS**

Proposals must reference Case No. U-13129. An original signature copy and six (6) additional copies must be received at the Commission office no later than **5:00 p.m., Friday, February 10, 2006**. Send or deliver proposals to:

Cheryl L. Rojas  
Michigan Public Service Commission  
Motor Carrier, Energy Grants & Information Division  
6545 Mercantile Way  
Lansing, Michigan 48911

# **LOW-INCOME ENERGY ASSISTANCE GRANT REQUEST FOR PROPOSAL**

## **PART I**

### **GRANT INFORMATION**

#### **I-A Statement of Purpose**

The purpose of this Request for Proposal (RFP) is to obtain proposals from non-profit, or public organizations to provide assistance to Michigan low-income residential customers in paying household energy bills through a Low-Income Energy Assistance Grant (LIEAG) as part of the Low-Income Energy and Efficiency Fund (LI/EE Fund or Fund) administered by the Michigan Public Service Commission (Commission).

The initial distribution of Grant funds will extend from the initial awarding of the Grant(s), anticipated to occur in March. The Grant(s) awarded from this solicitation will be for actual costs supported by documentation. This RFP provides interested parties with sufficient information to enable them to prepare and submit proposals for consideration by the State of Michigan to receive a Grant.

#### **I-B Eligibility Requirements**

To be eligible to receive a LIEAG, the applicant must meet the following eligibility requirements:

- (a) The applicant must be a non-profit or public organization offering service to low-income residents in Michigan. A public organization is considered to be a governmental agency;
- (b) The funds requested must supplement, not substitute for, existing funding;
- (c) The applicant must submit a signed original and six (6) copies of the proposal by the time and date specified in the cover letter;
- (d) The proposal must be prepared using the format specified in PART V, Information Required From Applicants.

Preference in awarding the Grant(s) will be given to organizations:

- (a) with a proven record in distributing energy assistance to low-income residents;
- (b) with an existing administrative structure to handle additional distribution activities;

- (c) able to coordinate the provisions of assistance with other service providers; and
- (d) serving multiple counties or population of at least 500,000 people.

#### **I-C Issuing Office and Funding Source**

This RFP is issued by the Michigan Public Service Commission (Issuing Office) in coordination with the Michigan Department of Labor and Economic Growth, Division of Purchasing and Grant Services, LeAnn Droste, Director. The MPSC is the point of contact in the State for this RFP for purposes of Grant administration. The point of contact is Cheryl Rojas, Grant Administrator, Motor Carrier, Energy Grants & Information Division, Michigan Public Service Commission, 6545 Mercantile Way, Lansing, Michigan, 48911.

Grants will be funded by revenues generated under the Detroit Edison Case Number U-13808, Commission Order issued on November 23, 2004, and under the Consumers Energy Case Number U-14347, Commission Order issued on December 22, 2005.

#### **I-D Grant Award**

Grant award negotiations will be undertaken with the applicant(s) whose proposal(s) show(s) the organization(s) to be the best qualified, responsible and capable of performing the project. It is expected that one or more Grants will be awarded. The total amount available for the program is currently up to \$25 million.

The Grant(s) that may be entered into will be that which is most advantageous to the State, with the selection criteria considered.

#### **I-E Rejection of Proposals**

The State reserves the right to reject any and all proposals received as a result of this RFP, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interest of the State. This RFP is made for information or planning purposes only. The State does not intend to award a Grant solely on the basis of any response made to this request or otherwise pay for the information solicited or obtained.

#### **I-F Incurring Costs**

The State of Michigan is not liable for any cost incurred by an applicant prior to issuance of a Grant Agreement.

### **I-G Preproposal Conference**

No preproposal conference will be held for this RFP. Inquiries should be submitted as outlined in PART I, Section I-H.

### **I-H Inquiries**

Questions that arise as a result of this RFP must be submitted in writing to the Issuing Office either by mail or fax by the date and time specified in the cover letter.

### **I-I Changes to the RFP**

Written answers to questions that change or substantially clarify the RFP will be provided to all prospective applicants on the Commission's website: <http://www.michigan.gov/lieefund>.

### **I-J Response Date**

To be considered, proposals must be received in the Issuing Office by the date and time specified in the cover letter. Proposals hand delivered to the Issuing Office shall be accompanied with a pre-printed receipt, provided by the applicant, indicating proposals were "Hand Delivered".

### **I-K Proposals**

To be considered, applicants must submit a complete response to this RFP, using the format specified in PART V. An original proposal with a signature, and six (6) copies of same, shall be submitted to the Issuing Office. Proposals must be signed by an official authorized to bind the applicant to its provisions and to the provisions of this RFP. For this RFP, the proposal must remain valid for at least sixty days.

### **I-L Acceptance of Proposal Content**

The contents of this RFP and the proposal of the selected applicant may become Grant obligations if a Grant award ensues. Failure of the selected applicant to accept these obligations may result in cancellation of the award.

## **I-M Economy of Preparation**

Proposals should be prepared simply and economically, providing a straight-forward, concise description of the applicant's ability to meet the requirements of the RFP using the format provided in PART V. Bindings, colored displays, promotional materials, and so forth, are not desired. Emphasis should be on completeness and clarity of content.

## **I-N Oral Presentation**

Applicants may be required to make an oral presentation of their proposal to the State. These presentations provide opportunity for the applicant to clarify the proposal to insure thorough mutual understanding. The Issuing Office will schedule these presentations if deemed necessary.

## **I-O Prime Applicant Responsibilities**

The selected applicant(s) will be required to assume responsibility for all services offered in their proposal whether or not they possess them within their organization. Further, the State will consider the selected applicant(s) to be the sole point of contact with regard to the Grant matters, including payment of any and all charges resulting from the Grant.

## **I-P Grant Payment Schedule**

Payment for any Grant entered into as a result of this RFP will be made according to the following:

Payments will be made to the grantee(s) in advance or as negotiated, Grantees will be required to provide an Interim Report and a Final Report, unless otherwise negotiated. For further details see PART IV, Section IV-B, Monitoring and Reporting Program Performance. At the end of the term of the Grant and at the request of the Commission, all unexpended Grant funds must be returned to the State. Failure to do so may render the grantee ineligible for any future Grant awards that may be available for the Low-Income and Energy Efficiency Fund.

## **I-Q News Releases**

News releases pertaining to this RFP or the service, study or project to which it relates shall not be made without prior State approval and then only in coordination with the Michigan Public Service Commission.

**I-R Disclosure of Proposal Contents**

The information in all proposals and any Grant resulting from the RFP are subject to disclosure under the Michigan Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq.

**I-S Copyrighted Materials**

The selected applicant(s) shall agree to grant to the State a nonexclusive, irrevocable license to reproduce, translate, publish, use, and dispose of all copyrightable material developed as a result of the project.

PART II  
GENERAL PROVISIONS

**II-A Project Changes**

The selected applicant(s) must obtain prior written approval for major project changes from the Grant Administrator.

**II-B Record Retention**

The selected applicant(s) shall retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of seven (7) years or greater as provided by law following the creation of the records or documents.

**II-C Project Income**

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be remitted to the Grantor. All other program income shall either be added to the project budget and used to further eligible program objectives or deducted from the total program budget for the purpose of determining the amount of reimbursable costs. The final determination shall be made by the Grant Administrator.

**II-D Share-in-savings**

The Grantor expects to share in any cost savings realized by the selected applicant(s). Therefore, final Grantee reimbursement will be based on actual expenditures. Exceptions to this requirement must be approved in writing by the Grant Administrator.

**II-E Order of Spending**

Unless otherwise required, the Grantee shall expend funds in the following order: (1) private or local funds, (2) federal funds, and (3) state funds. The selected applicant(s) are responsible for securing any required matching funds from sources other than the State.

**II-F Purchase of Equipment**

The purchase of equipment not specifically listed in the Budget must have prior written approval of the Grant Administrator. Equipment is defined as non-expendable personal property

having a useful life of more than one year. Such equipment shall be retained by the selected applicant(s) unless otherwise specified at the time of approval.

## **II-G Accounting**

The selected applicant(s) shall adhere to the Generally Accepted Accounting Principles and shall maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The selected applicant(s)' overall financial management system must ensure effective control over and accountability for all funds received. Accounting records must be supported by source documentation including, but not limited to, balance sheets, general ledgers, time sheets and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget.

## **II-H Audit**

The selected applicant(s) agrees that the State may, upon 24-hour notice, perform an audit and/or monitoring review at applicant's location(s) to determine if the selected applicant(s) is complying with the requirements of the Agreement. The selected applicant agrees to cooperate with the State during the audit and/or monitoring review and produce all records and documentation that verifies compliance with the Agreement requirements. The Grantor may require the completion of an audit before final payment.

If the selected applicant(s) is a governmental or non-profit organization and expends the minimum level specified in OMB Circular A-133 (\$500,000 as of June 27, 2003) or more in total federal funds in its fiscal year, then the selected applicant(s) is required to submit a Single Audit report to all agencies that provided federal funds to the entity during the fiscal year being audited.

If the selected applicant(s) is a commercial or for profit organization which is a recipient of Workforce Investment Act Title I funds and expends more than the minimum level specified in Office of Management and Budget (OMB) Circular A-133 (\$500,000 as of June 27, 2003), then the selected applicant(s) must have either an organization-wide audit conducted in accordance with A-133 or a program specific financial and compliance audit conducted. Section .320(a) of OMB Circular A-133 states the Single Audit report must be submitted to the Grantor within thirty (30) days after the completion of the audit, but no later than nine (9) months after the end of the selected applicant's fiscal year.

## **II-I Competitive Bidding**

The selected applicant(s) agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition. When competitive selection is not feasible or practical, the selected applicant(s) agrees to obtain



the written approval of the Grant Administrator before making a sole source selection. Sole source contracts should be negotiated to the extent that such negotiation is possible.

## **II-J Liability**

The State is not liable for any costs incurred by the selected applicant(s) before the start date or after the end date of the Grant Agreement. Liability of the State is limited to the terms and conditions of the Agreement and the Grant amount.

## **II-K Intellectual Property**

Unless otherwise required by law, all intellectual property developed using funds from the Agreement, including copyright, patent, trademark and trade secret, shall belong to the selected applicant(s).

## **II-L Safety**

The selected applicant(s), all contractors, and subcontractors are responsible for insuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. The selected applicant(s), contractors, and every subcontractor are responsible for compliance with all federal, state and local laws and regulations in any manner affecting the work or performance of the Grant Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The selected applicant(s), all contractors and subcontractors shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of the Agreement.

## **II-M Indemnification**

### **(a) General Indemnification**

To the extent permitted by law, the selected applicant(s) shall indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the selected applicant(s) in the performance of the Agreement and that are attributable to the negligence or tortuous acts of the selected applicant(s) or any of its subcontractors, or by anyone else for whose acts any of them may be liable.

(b) Employee Indemnification

In any and all claims against the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the selected applicant(s) or any of its subcontractors, the indemnification obligation under the Agreement shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the selected applicant(s) or any of its subcontractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

(c) Patent/Copyright Infringement Indemnification

To the extent permitted by law, the selected applicant(s) shall indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service developed or supplied by the selected applicant(s) or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

The selected applicant's duty to indemnify pursuant to this section continues in full force and effect, notwithstanding the expiration or early cancellation of the Agreement, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

## **II-N Cancellation**

The State may terminate the Agreement without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents and employees for any of the following reasons:

(a) Termination for Cause

In the event that selected applicant(s) breaches any of its material duties or obligations under the Agreement or poses a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may terminate the Agreement immediately in whole or in part, for cause, as of the date specified in the notice of termination. In the event that the Agreement is terminated for cause, in addition to any legal remedies otherwise available to the State by law or equity, selected

applicant(s) shall be responsible for all costs incurred by the State in terminating the Agreement, including but not limited to, State administrative costs, reasonable attorney's fees and court costs, and any reasonable additional costs the State may incur.

(b) Termination for Convenience

The State may terminate the Agreement for its convenience, in whole or part, if the State determines that such a termination is in the State's best interest. Reasons for such termination shall be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products specified in the Agreement, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the services no longer practical or feasible. The State may terminate the Agreement for its convenience, in whole or in part, by giving selected applicant(s) written notice at least thirty (30) days prior to the date of termination. If the State chooses to terminate this Agreement in part, the Budget shall be equitably adjusted to reflect those reductions.

(c) Non-Appropriation

Selected applicant(s) acknowledges that continuation of the Agreement is subject to appropriation or availability of funds for the Agreement. If funds to enable the State to effect continued payment under the Agreement are not appropriated or otherwise made available (including the federal government suspending or halting the program or issuing directives preventing the State from continuing the program), the State shall have the right to terminate this Agreement, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to selected applicant(s). The State shall give selected applicant(s) at least thirty (30) days advance written notice of termination for non-appropriation or unavailability (or such time as is available if the State receives notice of the final decision less than thirty (30) days before the funding cutoff). In the event of a termination under this section, the selected applicant(s) shall, unless otherwise directed by the State in writing, immediately take all reasonable steps to terminate its operations and to avoid and/or minimize further expenditures under the Agreement.

(d) Criminal Conviction

The State may terminate the Agreement immediately and without further liability or penalty in the event selected applicant(s), an officer of selected applicant(s), or an owner of a 25% or greater share of selected applicant(s) is convicted of a criminal offense incident to the application for, or performance of, a State, public or private contract or subcontract or Grant; convicted of a criminal offense, including any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon selected applicant's business integrity.

(e) Approvals Rescinded

The State may terminate the Agreement without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. Termination may be in whole or in part and may be immediate as of the date of the written notice to selected applicant(s) or may be effective as of the date stated in such written notice.

**II-O No State Employees or Legislators**

No member of the Legislature or Judiciary of the State of Michigan or any individual employed by the State shall be permitted to share in the Agreement, or any benefit that arises from the Agreement.

**II-P Non-Discrimination**

In the performance of the Agreement, selected applicant(s) agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability. Selected applicant(s) further agrees that every subcontract entered into for the performance of the Agreement will contain a provision requiring non-discrimination in employment, as here specified, binding upon each subcontractor. This covenant is required pursuant to the Elliott Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.* and the Persons with Disabilities Civil Rights Act, 1976 PA 200, MCL 37.1101, *et seq.*, and any breach of this provision may be regarded as a material breach of the Agreement.

**II-Q Unfair Labor Practices**

Pursuant to 1980 PA 278, MCL 423.231, *et seq.*, the State shall not award a Grant or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A selected applicant(s), in relation to the Agreement, shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to section 4 of 1980 PA 278, MCL 423.324, the State may void any Agreement if, subsequent to award of the Agreement, the name of Grantor as an employer or the name of the subcontractor, manufacturer or supplier of Grantor appears in the register.

## **II-R Certification Regarding Debarment**

The selected applicant(s) certifies, by signature to the Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal or State department or agency. If the selected applicant(s) is unable to certify to any portion of this statement, the selected applicant(s) shall attach an explanation to the Agreement.

## **II-S Illegal Influence**

(a) The selected applicant(s) certifies, to the best of his or her knowledge and belief that:

(1) No federal appropriated funds have been paid nor will be paid, by or on behalf of the selected applicant(s), to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal Grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, Grant, loan or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Grant, the selected applicant(s) shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The selected applicant(s) shall require that the language of this certification be included in the award documents for all Grant or subcontracts and that all subrecipients shall certify and disclose accordingly.

The State has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(b) The selected applicant(s) certifies, to the best of his or her knowledge and belief that no state funds have been paid nor will be paid, by or on behalf of the selected applicant(s), to any person for influencing or attempting to influence an officer or employee of any State agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state Grant, the making of any state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, Grant, loan or cooperative agreement.

## **II-T Governing Law**

The Agreement shall in all respects be governed by, and construed in accordance with, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

## **II-U Compliance with Laws**

Selected applicant shall comply with all applicable state, federal, and local laws and ordinances (“Applicable Laws”) in performing this Agreement.

## **II-V Jurisdiction**

Any dispute arising from the Agreement shall be resolved in the State of Michigan. With respect to any claim between the parties, selected applicant(s) consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to such jurisdiction on the grounds of lack of personal jurisdiction of such court or the laying of venue of such court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

## **II-W Assignment**

Selected applicant(s) shall not have the right to assign the Agreement, or to assign or delegate any of its duties or obligations under the Agreement, to any other party (whether by operation of law or otherwise), without the prior written consent of the Grantor. Any purported assignment in violation of this section shall be null and void.

## **II-X Entire Agreement**

The Agreement, including any Attachments, will constitute the entire agreement between the parties with respect to the Grant and supersedes all prior agreements, whether written or oral, with respect to such subject matter.

## **II-Y Independent Contractor Relationship**

The relationship between the State and selected applicant(s) is that of client and independent Contractor. No agent, employee, or servant of selected applicant(s) or any of its Subcontractors shall be or shall be deemed to be an employee, agent or servant of the State for

any reason. Selected applicant(s) will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of the Agreement.

## **II-Z Conflicts**

In the event of a conflict between the terms of the Agreement and any federal or state laws or regulations, the federal or state laws or regulations will supersede any contrary term contained in the Agreement.

## PART III

### WORK STATEMENT

#### **III-A Purpose**

The purpose of this Grant is to provide financial assistance to low-income households in paying household energy bills. Low-Income Energy Assistance Grants will be available to public or nonprofit organizations who can provide assistance to multiple counties or populations of at least 500,000 people. Preference in awarding the Grant(s) will be given to organizations with a proven record in distributing energy assistance to low-income residents, an existing administrative structure to handle additional distribution activities, and the ability to coordinate the provision of assistance with other service providers; however, applications from other public and non-profit organizations will be considered. Grants may be used to serve additional clients under existing eligibility guidelines, increase the amount of assistance available to each eligible household, or revise existing eligibility guidelines to serve clients otherwise unable to obtain assistance through existing programs. The Grant(s) will extend from the date of issuance, anticipated to be in March.

#### **III-B Problem Statement**

Compared with an estimated 6% for other households, low-income households may spend 15-25% of their income on household energy bills, meaning any increase in energy costs can have a significant impact. As Michigan's economic situation tightens, low-income households can face utility shut-offs for nonpayment of bills or the inability to purchase delivered fuels. Existing funding to provide energy assistance has not increased consistent with the need, and existing assistance eligibility guidelines include only the most needy households.

#### **III-C Objectives**

- (a) Provide assistance to low-income households statewide in paying energy bills, thus protecting customers from shut-offs by utility companies and the inability to purchase deliverable fuels.
- (b) Supplement existing energy assistance programs, enabling the providing organizations to increase the level of assistance provided to clients, serve more clients at the existing assistance levels and under current eligibility guidelines, and/or expand the eligibility requirements to include low-income households not eligible under current eligibility guidelines.
- (c) Coordinate with other service providers to more efficiently serve the energy assistance needs of low-income clients.



- (d) Leverage other funds to provide low-income energy assistance.

### **III-D Tasks**

- (a) Coordinate promotion of availability of this assistance with other promotions and services currently being conducted by the grantee.
- (b) Determine if the client meets the eligibility requirements.
- (c) Provide assistance efficiently and in a timely manner to eligible clients.
- (d) Establish and implement quality assurance measures to ensure funds are used for the intended purpose.
- (e) Coordinate provision of energy assistance with other service providers.
- (f) Provide energy assistance through the organization's existing administrative framework.
- (g) Provide an Interim Progress Report, unless otherwise negotiated, and a Final Report as detailed in PART IV, Section IV-B, of this RFP.
- (h) Evaluate the success of the program by providing details on how many clients were reached, eligibility requirements used, and amount of assistance provided.

## PART IV

### PROJECT CONTROL AND REPORTS

#### IV-A Project Control

- (a) The selected applicant(s) will carry out the project under review of the Grant Administrator. The Michigan Department of Labor and Economic Growth's Grant Administrator shall have final authority over the agency/grantee agreement.
- (b) Along with continuous liaison with the selected applicant(s), the Grant Administrator will meet as needed with the selected applicant's contact person for the purpose of reviewing progress and providing necessary guidance to the selected applicant in solving problems that arise.

#### IV-B Monitoring and Reporting Program Performance

The selected applicant(s) will be required to assume responsibility for monitoring and reporting.

- (a) **Monitoring.** The selected applicant(s) shall monitor performance to assure that time schedules are being met and projected work by time period is being accomplished.
- (b) **Interim Report.** The selected applicant(s) shall submit two (2) draft copies to the Grant Administrator of the **Interim Report** that briefly present the following information:
  - (1) Percent of completion of the project objectives.
    - (a) Include a brief outline of the work accomplished during the reporting period and the work to be completed during the subsequent period.
    - (b) Report the number of households served and the number of Temporary Assistance for Needy Families (TANF) eligible families served.
    - (c) Explain the type of services provided and the anticipated savings as a result of the program.
  - (2) Brief description of problems or delays, real or anticipated, which should be brought to the attention of the Grant Administrator.
  - (3) Statement concerning any significant deviation from previously agreed-upon Statement of Work.

- (c) A **Final Report** is required. The selected applicant(s) will do the following:
- (1) Submit four (4) draft copies of the final report no later than **30** days after the Grant period expiration for review by the Grant Administrator.
  - (2) After the Grant Administrator has determined the completeness and factual accuracy of the report, the Grantee shall submit four (4) final copies of the report to the Grant Administrator.
  - (3) The final report will include the following information:
    - (a) A summary of the project implementation plan and any deviations from the original project as proposed.
    - (b) Accomplishments and problems experienced while carrying out the project activities.
    - (c) Coordinated efforts with other organizations to complete the project.
    - (d) Impacts, anticipated and unanticipated, experienced as a result of the project implementation.
    - (e) Financial expenditures of Grant money and other contributions to the project, in-kind and/or direct funding.
    - (f) Any experience in applying the project products and anticipated “next steps”.
    - (g) Actual Budget expenditures compared to the Budget in this Agreement. Include the basis or reason for any discrepancies.
    - (h) The number of **TANF eligible families served by the project**.

PART V  
INFORMATION REQUIRED FROM APPLICANTS

**Grant proposals must be typed in a 12 point font with no more than 30 numbered pages (this count includes any cover page and/or attachments), double-spaced, and must be organized using the format outlined below. Bindings not desired. Please provide the information stated in the outline. Mail confirmation receipts are the responsibility of each organization.**

**V-A Identification of Organization**

State the full name and address of the organization; the organization's federal identification number; the telephone and fax number, and if applicable, provide the names, addresses, electronic mail addresses and telephone numbers of other subordinate person(s) that will perform, or assist in performing, the work hereunder.

**V-B Contact Person**

State the name of the contact person, his/her telephone and fax number and electronic mail address. The contact person must be authorized to be the negotiator for the proposed Grant Agreement with the State.

**V-C Statement of the Problem**

State in succinct terms the applicant's understanding of the problem presented by this RFP. Describe any significant problems the applicant has had meeting the needs of low-income clients either in providing energy assistance or other services.

**V-D Management Summary**

- (a) Describe the organization's existing program(s) for assisting low-income households with energy bills, including number of clients served, the number of TANF eligible families served by the project funds distributed, and current source(s) of funding;
- (b) Provide a plan for promoting the program;
- (c) Describe how the applications will be taken and eligibility will be determined;

- (d) Describe how the project will be managed by the organization and how the organization will coordinate with utility companies, deliverable fuel providers, and other assistance providers. Include an organizational chart if it leads to additional understanding of the management structure;
- (e) Describe the geographic area to be covered by the project and the projected number of eligible clients;
- (f) Indicate and justify the estimated number of staff that will spend time providing energy assistance and how staff will be trained and monitored;
- (g) Describe quality assurance measures that will be taken to insure that only eligible clients receive funds;
- (h) Describe how the project will be evaluated to determine its impact on clients, the number of clients served by county, the demonstrated need for assistance within the organization's client base by county, eligibility requirements, and the level of assistance provided.

#### **V-E Work Plan**

Describe in narrative form the plan for accomplishing the work, including:

- (a) Client eligibility requirements and projected number of clients to be served by this Fund;
- (b) How applications will be taken and eligibility determined and verified, and how payment will be provided;
- (c) An estimate of the number of clients to be served, the eligibility requirements, and estimated amount of assistance payments needed to handle the projected number of clients, as well as any administrative and indirect costs;
- (d) The plan for reaching clients; and
- (e) Any coordination with other services offered by the applicant or other service agencies.

#### **V-F Prior Experience Disclosure**

Prior experience in providing energy assistance to low-income residents is important to the selection process. Proposals submitted should include:

- (a) A description of low-income assistance programs currently operated by the organization, number of clients served annually for the current year and the previous three (3) years;

- (b) The amount of assistance provided for the current year & the previous three (3) years;
- (c) Current funding source(s) and the level of funding for the current year and the previous three (3) years; and, to the extent possible, the number of clients unassisted due to: a) insufficient funding; and, b) failure to meet eligibility requirements;
- (d) If applicant received LI/EE Funds for low-income energy assistance in prior years, provide a summary of project accomplishments, including number of clients assisted to date, amount of assistance distributed, noteworthy accomplishments, and problems encountered in carrying out Grant responsibilities and how the problems were resolved.

#### **V-G Personnel**

Applicants must be able to staff a project team that clearly possesses talent and experience in assisting low-income residents. In a narrative, identify the contact person and other key personnel to be involved with this project, by name, title, their role or responsibility, their qualifications. Also, provide to the Issuing Office a resume for each person listed.

If other organizations will be playing a role in assisting low-income residents, provide sufficient background information on them in order to give the Issuing Office a reasonable understanding of their qualifications.

#### **V-H Time Frame**

To assist in preparation of the proposal, the State contemplates the project will start in March.

Applicants must provide a timeline for completing the planned activities.

#### **V-I Budget Considerations**

Applicants shall submit a clearly laid-out proposed budget for this project with sufficient detail to enable the Issuing Office to evaluate the project costs. Include a narrative description to explain the details of the budget. The Grant will be paid out according to the Grant Payment Schedule in PART I, Section I-P and/or any approved Amendment to the Budget. **At a minimum, the following budget items shall be included:**

- (a) **Personnel** – Include the staff positions that will be paid for by this Grant, the anticipated number of hours to be worked for each position, hourly rate, and total for each position and a total for all personnel costs;

- (b) **Supplies, Materials, & Equipment** -- Include categories and costs;
- (c) **Contractual Services** – please specify;
- (d) **In-State Travel expenses** -- please specify;
- (e) **Other expenses** – please specify.
- (f) **Indirect costs** – please specify;
- (g) **TOTAL amounts requested from the LI/EE Fund by the applicant.**
- (h) **Direct assistance funding requests** – Estimate the number of clients to be served and the anticipated average assistance payment;
- (i) Include details on other funds available to the applicant’s organization that will be used to provide low-income energy assistance directly, or to cover administrative and overhead expenses, and the source of those funds.
- (j) Budget must contain three column headings to be identified as: MPSC Share, Non-State Contribution (In-Kind), and Total. All specific line items identified under Non-State Contribution must identify anticipated source of contribution.
- (k) Administrative costs are to be calculated based only on the line items.

**V-J Additional Information and Comments**

Include in this section any other information that is believed to be pertinent, but not specifically requested elsewhere in this RFP.

PART VI  
SELECTION CRITERIA

All proposals received shall be subject to an evaluation by the Issuing Office. This evaluation will be conducted in a manner appropriate to select an organization or organizations for the purpose of entering into a Grant to perform this project.

All proposals will receive an initial screening to insure that the eligibility criteria are met. Any proposals not meeting the Eligibility Requirements described in PART I, Section I-B will be rejected automatically. Proposals meeting the Eligibility Requirements will be evaluated according to the Selection Criteria below. Applicants may be asked to make oral presentations before a final decision is made.

Total points represent 100.

(a) **Experience of Organization and Project Team (15 points):**

- (1) An existing structure for providing low-income energy assistance (8 points).
- (2) Access to clients (7 points).

(b) **Management Summary (20 points):**

- (1) Project management and quality assurance measures. (15 points).
- (2) Plan to evaluate the project. (5 points).

(c) **Work Plan (35 points):**

- (1) Projected number of clients that will be reached by the project and level of assistance provided. (15 points).
- (2) Quality of plan to develop and implement the project. (12 points).
- (3) Statewide coordination and geographic area covered (8 points).

(d) **Budget (30 points):**

- (1) Budget line items are reasonable and detailed as requested. (15 points).
- (2) Ability to minimize administrative and overhead costs, including the ability to leverage additional funds. (15 points).